

**CITY OF KERRVILLE, TEXAS
ORDINANCE NO. 2021-14**

AN ORDINANCE ANNEXING AN APPROXIMATE 149.519 AND 2.775 ACRE TRACTS OF LAND, BOTH LOCATED WITHIN THE COMANCHE TRACE RESIDENTIAL DEVELOPMENT, INTO THE CITY OF KERRVILLE, TEXAS AND EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE SUCH PROPERTY WITHIN THE CITY LIMITS; APPROVING A SERVICE AGREEMENT FOR THE ANNEXED PROPERTY; AND ADOPTING THE ZONING FOR THE ANNEXED PROPERTY AS A MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2)

WHEREAS, the owner of an area made up of two tracts of land has requested annexation of the area by the City of Kerrville, Texas ("City"), pursuant to Local Government Code Section 43.0671; and

WHEREAS, all of the herein-described property lies within the extraterritorial jurisdiction of the City; and

WHEREAS, in conjunction with the approval of this Ordinance, City Council also approves a Service Agreement for the subject property; and

WHEREAS, Section 60-37 of the City's Zoning Code creates procedures for initial zoning of newly annexed areas; and

WHEREAS, the City has complied with all prerequisites of state law and the City Charter as to the annexation and the application of zoning to the area;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KERRVILLE, KERR COUNTY, TEXAS:

SECTION ONE. City Council finds and declares the facts and recitations contained in the preamble of this Ordinance true and correct.

SECTION TWO. City Council annexes into the City limits for all legal purposes all of a certain tracts or parcels of land, which when combined contain 151.794 acres, more or less, out of William Watt Survey No. 65, Abstract No. 364 in Kerr County, Texas; generally located within the Comanche Trace Residential Development; and being more particularly described and depicted in **Exhibit A** (the "Property").

SECTION THREE. City Council authorizes and directs the City Manager, or designee, to amend the City's official boundary map in accordance with the annexation taken in Section Two.

SECTION FOUR. The petition for annexation concerning the Property is attached as **Exhibit B** and incorporated herein by reference, said petition, which triggered the process specified in Subchapter C-3, Chapter 43, Texas Local Government Code, authorizing the annexation of the Property.

SECTION FIVE. Pursuant to Section 43.0672 of the Texas Local Government Code, the City has negotiated and hereby enters into a Service Agreement (the "Agreement") with the owner of land for the provision of services in the area. The Agreement is attached to this Ordinance as **Exhibit C** and by this reference is incorporated into it. Upon annexation of the Property, the City shall provide the Property with the municipal services set forth in the Agreement pursuant to the schedule set forth therein, such services making up the City's full municipal services. The City shall have no obligation to provide services to the Property not listed in the Agreement.

SECTION SIX. Upon the adoption of this Ordinance, and in accordance with Section 60-37 of the City's Zoning Code, the Property is zoned as a Medium Density Residential District (R-2).

SECTION SEVEN. The provisions of this Ordinance are to be cumulative of all Ordinances or parts of Ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION EIGHT. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Ordinance. The Council of the City of Kerrville, Texas, hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION NINE. In accordance with the Texas Local Government Code and other applicable laws, the City Secretary is directed to file a certified copy of this Ordinance together with a copy of the petition requesting annexation with the Kerr County Clerk, Kerr Central Appraisal District, and the Texas Comptroller.

PASSED AND APPROVED ON FIRST READING, this the 08 day of June A.D., 2021.

PASSED AND APPROVED ON SECOND READING, this the 22 day of June A.D., 2021.


Bill Blackburn, Mayor

APPROVED AS TO FORM:


Michael C. Hayes, City Attorney

ATTEST:

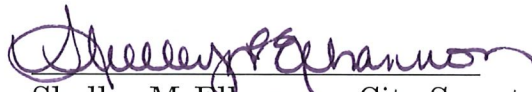

Shelley McElhannon, City Secretary

Exhibit A

FIELD NOTES FOR A 149.519 ACRE TRACT OF LAND

A **149.519 acre** tract of land, out of the William Watt Survey No. 64, Abstract 363, and the William Watt Survey No. 65, Abstract 364, Kerr County, Texas, being a portion of a called 510.53 acre tract of land, of record, in Volume 1498 Page 321, a portion of a called 1131.78 acre tract of land, of record, in Volume 971, Page 698, all of a called 21.85 acre tract of land, of record, in Volume 1730, Page 594, all three documents of the Official Public Records of Kerr County, Texas, and a portion of a called 1.784 acre tract of land shown as a Variable Width Private Drainage Easement (V.W.P.D.E.), of record in Volume 8, Pages 57-59 of the Plat Records of Kerr County, Texas. Said **149.519 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east right-of-way line of Club House Road, a variable width right-of-way, as shown on the Comanche Trace, Phase 13, Amending Plat Subdivision, of record in Document 18-07561 of the Plat Records of Kerr County, Texas, for the northwest corner of Lot 34, Block C of said subdivision, and the tract described herein;

THENCE: N 06° 00' 23" W, with the east right-of-way line of said Club House Road and the west line of said Lot 34, a distance of **87.76 feet** to a point in a northwest line of said 510.53 acre tract and a northwest corner of the tract described herein;

THENCE: Departing said right-of-way line, with the north line of said 510.53 acre tract the following six (6) courses:

1. S 73° 27' 23" E, a distance of **133.40 feet** to a point for a corner,
2. S 13° 28' 08" E, a distance of **1068.78 feet** to a point for a corner,
3. N 76° 31' 52" E, a distance of **450.00 feet** to a point for a corner,
4. N 13° 28' 08" W, a distance of **917.60 feet** to a point for a corner,
5. N 84° 07' 40" E, a distance of **305.05 feet** to a point for a corner, and
6. N 09° 12' 38" E, at 381.36 feet a north corner of said 510.53 acre tract and continuing into and across said 1131.78 acre tract for a total distance of **701.46 feet** to a point for a corner,

THENCE: Continuing over and across said 1131.78 acre tract the following eleven (11) courses:

1. N 00° 27' 55" E, a distance of **639.41 feet** to a point for a corner,
2. N 43° 24' 10" E, a distance of **339.27 feet** to a point of curvature,
3. With a curve to the right having a radius of **399.02 feet**, an arc length of **36.12 feet**, a delta angle of **005° 11' 11"** and a chord which bears, N 46° 00' 09" E, a distance of **36.11 feet** to a point of non-tangency,
4. S 41° 23' 51" E, a distance of **40.00 feet** to a point for a corner,
5. N 50° 37' 18" E, a distance of **25.23 feet** to a point of curvature,
6. With a curve to the right having a radius of **358.00 feet**, an arc length of **127.55 feet**, a delta angle of **020° 24' 51"** and a chord which bears, N 62° 50' 53" E, a distance of **126.88 feet** to a point of non-tangency,
7. N 74° 52' 23" E, a distance of **22.72 feet** to a point for a corner,
8. S 13° 18' 31" E, a distance of **20.00 feet** to a point for a corner,
9. N 81° 22' 42" E, a distance of **318.02 feet** to a point of curvature,
10. With a curve to the left having a radius of **338.00 feet**, an arc length of **152.66 feet**, a delta angle of **025° 52' 43"** and a chord which bears, N 68° 39' 45" E, a distance of **151.37 feet**, to a point of non-tangency and a corner of the tract described herein, and
11. S 47° 22' 44" E, a distance of **30.44 feet** to a point for the west corner of said 21.85 acre tract and an interior corner of the tract described herein;

THENCE: With the northwest, northeast and southeast lines of said 21.85 acre tract, the following three (3) courses:

1. N 44° 27' 48" E, a distance of **360.33 feet** to a point a corner
2. S 45° 03' 54" E, a distance of **1833.28 feet** to a point for a corner, and
3. S 44° 38' 58" W, a distance of **845.12 feet** to a point in a northeast line of said 1131.78 acre tract, for the south corner of said 21.85 acre tract and an interior corner of the tract described herein;

THENCE: S 23° 23' 27" E, with the northeast line of said 1131.78 acre tract, a distance of **176.08 feet** to a point for the north corner of a called 101.41 acre tract, of record in Volume 1697, Page 565 of the Official Public Records of Kerr County, Texas, an easterly corner of said 1131.78 acre tract and the tract described herein;

THENCE: S 44° 28' 18" W, with the northeast line of said 101.41 acre tract and said 1131.78 acre tract, a distance of **1764.79 feet** to a point for the north corner of The Homestead at Turtle Creek Subdivision, of record in Volume 6, Page 309 of the Plat Records of Kerr County, Texas, the west corner of said 101.41 acre tract and an angle point of the tract described herein;

THENCE: S 44° 31' 28" W, with the northeast line of said Turtle Creek subdivision and said 1131.78 acre tract, a distance of **937.54 feet** to a point for the south corner of the tract described herein;

THENCE: N 45° 29' 30" W, over and across said 1131.78 acre tract and said 510.53 acre tract, a distance of **882.65 feet** to a point for the east corner of Lot 18, Block B of the Comanche Trace Phase 11 Subdivision, of record in Volume 8, Pages 57-59 of the Plat Records of Kerr County, Texas, an interior corner of said V.W.P.D.E. and a west corner of the tract described herein;

THENCE: N 62° 26' 12" W, with the northeast line of said Lot 18, Block B and a southwest line of said V.W.P.D.E., a distance of **130.88 feet** to a point in the west right-of-way line of Comanche Hills as shown on Comanche Trace, Phase 15 Subdivision, of record in Document No. 19-00814 of the Plat Records of Kerr County, Texas, and a west corner of the tract described herein

THENCE: N 27° 33' 48" E, leaving said right-of-way line, over and across said V.W.P.D.E., a distance of **50.00 feet** to a point in the northeast right-of-way line of said Comanche Hills, for the south corner of Lot 12, Block A of said Phase 15 of Comanche Trace and an angle of the tract described herein,

THENCE: With a southeast and a northeast line of said Phase 15 of Comanche Trace the following courses thirteen (13):

1. N 25° 14' 12" E, a distance of **125.10 feet** to a point for an angle,
2. N 61° 19' 33" W, a distance of **53.00 feet** to a point for an angle,
3. N 54° 50' 00" W, a distance of **51.96 feet** to a point for an angle,
4. N 46° 31' 19" W, a distance of **51.98 feet** to a point for an angle,
5. N 37° 06' 22" W, a distance of **51.95 feet** to a point for an angle,
6. N 33° 40' 27" W, a distance of **56.31 feet** to a point for an angle,
7. N 33° 31' 16" W, a distance of **59.44 feet** to a point for an angle,
8. N 38° 02' 16" W, a distance of **61.43 feet** to a point for an angle,
9. N 41° 10' 14" W, a distance of **61.43 feet** to a point for an angle,
10. N 44° 45' 16" W, a distance of **61.46 feet** to a point for an angle,
11. N 50° 05' 34" W, a distance of **61.44 feet** to a point for an angle,
12. N 50° 36' 14" W, a distance of **55.27 feet** to a point for an angle,
13. N 51° 05' 18" W, a distance of **48.44 feet** to a point for the north corner of said Phase 15 of Comanche Trace and the southeast corner of Lot 22, Block C of said Phase 13 of Comanche Trace and an angle of the tract described herein,

THENCE: With the southeast line of said Phase 13 of Comanche Trace the following eleven (11) courses:

1. N 08° 33' 22" W, a distance of **103.35 feet** to a point for an angle,
2. N 39° 29' 03" E, a distance of **104.46 feet** to a point for an angle,
3. N 37° 47' 47" E, a distance of **63.42 feet** to a point for an angle,
4. N 35° 13' 00" E, a distance of **68.44 feet** to a point for an angle,
5. N 26° 57' 33" W, a distance of **68.85 feet** to a point for an angle,
6. N 19° 45' 46" E, a distance of **69.25 feet** to a point for an angle,

7. N 12° 31' 27" E, a distance of **69.64 feet** to a point for an angle,
8. N 07° 16' 48" W, a distance of **70.32 feet** to a point for an angle,
9. N 03° 53' 19" W, a distance of **66.91 feet** to a point for an angle,
10. N 06° 00' 23" W, a distance of **58.66 feet** to a point for an angle, and
11. S 83° 59' 37" W, a distance of **125.300 feet** to the **POINT OF BEGINNING** and containing **149.519 acres** of land situated in Kerr County, Texas.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

FIELD NOTES FOR A 2.775 ACRE TRACT OF LAND

A **2.775 acre** tract of land, out of the William Watt Survey No. 65, Abstract 364, Kerr County, Texas, being a portion of a called 510.53 acre tract of land, of record, in Volume 1498 Page 321, of the Official Public Records of Kerr County, Texas. Said **2.775 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in the southeast right-of-way line of Club House Road, a variable width right-of-way, as shown on the Comanche Trace, Phase 13, Amending Plat Subdivision, of record in Document 18-07561 of the Plat Records of Kerr County, Texas, for the west corner of Lot 19, Block B of said subdivision and the northwest corner of the tract described herein;

THENCE: Along the southerly line of said subdivision the following three (3) courses:

1. **S 53° 19' 50" E**, a distance of **192.12 feet** to a point for a corner,
2. **N 33° 36' 21" E**, a distance of **201.36 feet** to a point for a corner, and
3. **S 75° 49' 28" E**, a distance of **48.28 feet** to a point for the most westerly corner of Comanche Trace, Phase 15 Subdivision, of record in Document No. 19-00814 of the Plat Records of Kerr County, Texas, a southerly corner of Lot 21, Block B of said Phase 13 of Comanche Trace Subdivision and for a corner of the tract described herein,

THENCE: With the southerly line of said Phase 15 of Comanche Trace Subdivision the following four (4) courses:

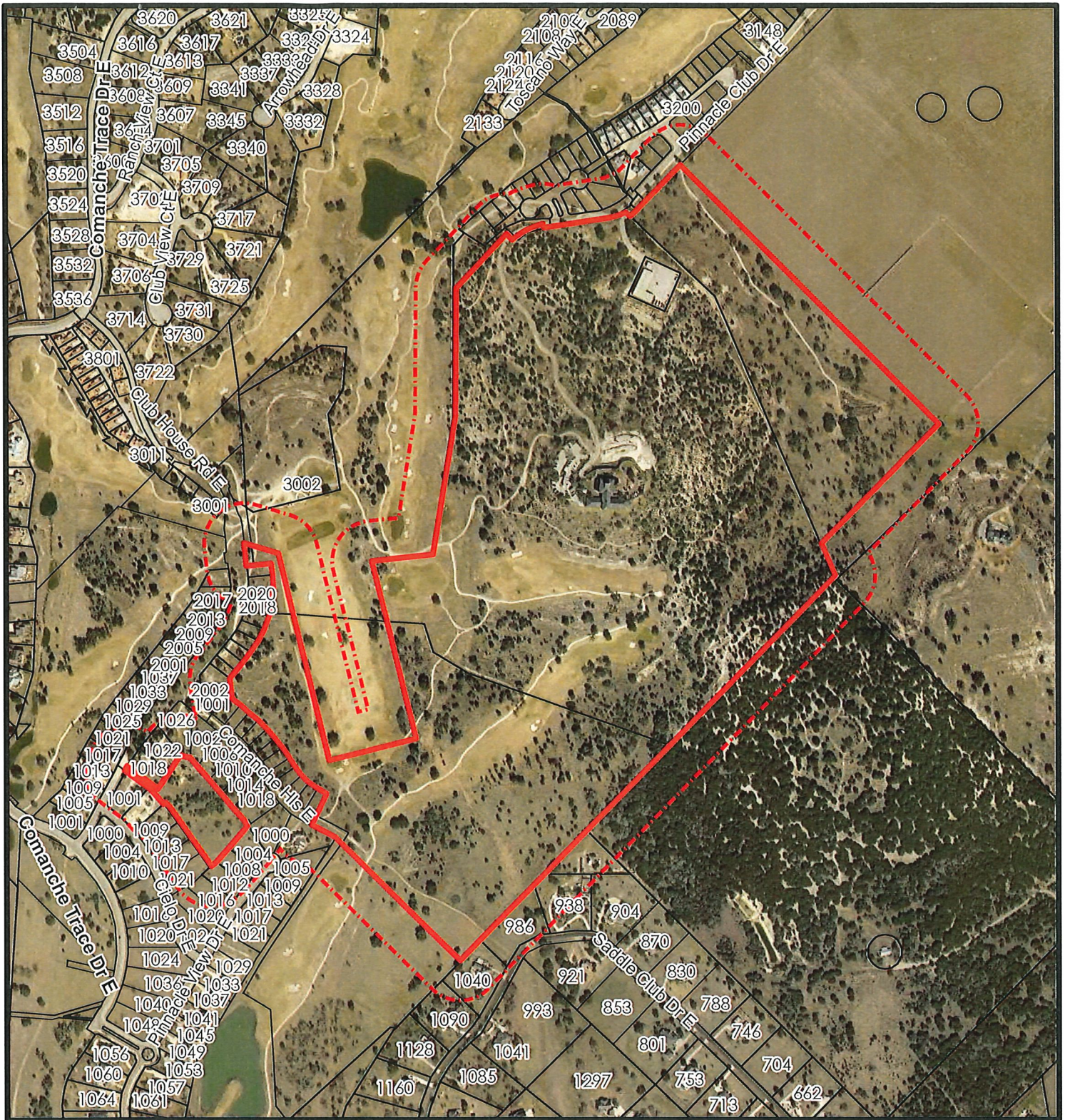
1. **S 42° 26' 59" E**, a distance of **52.24 feet** to a point for an angle,
2. **S 42° 31' 50" E**, a distance of **90.16 feet** to a point for an angle,
3. **S 40° 14' 54" E**, a distance of **183.60 feet** to a point for an angle, and
4. **S 40° 15' 32" E**, a distance of **90.83 feet** to a point for a north corner of a 20' wide Sanitary Sewer Easement of the Comanche Trace Phase 11 Subdivision, of record in Volume 8, Pages 57-59 of the Plat Records of Kerr County, Texas, and an easterly corner of the herein described tract;

THENCE: With a westerly and northerly line of said Phase 11 of Comanche Trace Subdivision the following nine (9) courses:

1. **S 58° 07' 43" W**, a distance of **13.83 feet** to a point for a corner,
2. **S 31° 55' 31" E**, a distance of **28.70 feet** to a point for a corner,
3. **S 41° 13' 32" W**, a distance of **223.71 feet** to a point for a corner,
4. **S 49° 52' 19" W**, a distance of **31.14 feet** to a point for a corner,
5. **N 34° 34' 51" W**, a distance of **363.57 feet** to a point for an angle,
6. **N 42° 19' 20" W**, a distance of **27.18 feet** to a point for a corner,
7. **S 47° 40' 40" W**, a distance of **16.55 feet** to a point for a corner,
8. **N 42° 19' 20" W**, a distance of **103.83 feet** to a point for an angle, and
9. **N 53° 12' 09" W**, a distance of **152.07 feet** to a point at the northwest corner of Lot 5 of said Phase II of Comanche Trace Subdivision, in the southeast right-of-way said Club House Road and for a point of curvature of the tract described herein;

THENCE: With the southeast right-of-way line of said Club House Road and with a curve to the right having a radius of **975.00 feet**, an arc length of **20.08 feet**, a delta angle of **001° 10' 48"** and a chord which bears, **N 31° 29' 56" E**, a distance of **20.08 feet** to the **POINT OF BEGINNING** and containing **2.775 acres** of land situated in Kerr County, Texas;

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



Location Map

Case # PZ-2021-7

Location:

Legend

200' Notification Area -----
Subject Properties —————



0 250 500 1,000
 Scale In Feet

AN APPROXIMATELY 149.519 ACRE TRACT OF LAND LOCATED IN THE WILLIAM WATT SURVEY NO. 65, ABSTRACT NO. 364 KERR COUNTY, TEXAS BEING A PORTION OF A CALLED REMAINING PORTION OF A 150.53 ACRE TRACT OF RECORD IN VOLUME 1498, PAGE 321 OFFICIAL PUBLIC RECORDS, OF KERR COUNTY, TEXAS AND A 21.85 ACRES OF RECORD IN VOLUME 1730, PAGE 594 O.P.R., KERR COUNTY TEXAS AND AN APPROXIMATELY 2.775 ACRE TRACT OF LAND BEING OUT OF REMAINING PORTION OF 510.53 ACRES VOLUME 1498, PAGE 321 O.P.R., KERR COUNTY TEXAS

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only approximate relative locations.

ORDINANCE 2021-14

EXHIBIT B

PETITION REQUESTING ANNEXATION TO THE CORPORATE LIMITS OF THE CITY OF KERRVILLE, TEXAS, OF TEXAS ACRES OUT OF THE WILLIAM WATT NO. 65 Survey, Abstract Number 364, KERR COUNTY TEXAS

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF KERRVILLE, TEXAS:

Comanche Trace Ranch & Golf Club, LLLP Is the sole owner of an approximately 149.5 acre tract of land located adjacent to the incorporated limits of the City of Kerrville which is out of the Survey No. 65 Abstract No. 364 Kerr County, Texas, and is more particularly described as follows:

SEE ATTACHED SURVEY AND METES & BOUNDS DESCRIPTION.

In accordance with Texas Local Government Code §43.028, Comanche Trace Ranch & Golf Club, LLLP hereby respectfully requests and petitions that the above-described property be annexed into the incorporated limits of the City of Kerrville, Texas.
SUBMITTED THIS 17th day of March.

By: _____

Legally authorized signature

ACKNOWLEDGEMENT

THE STATE OF TEXAS

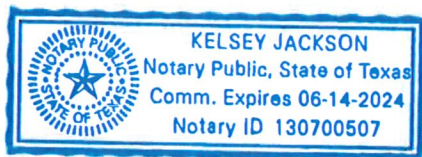
§

§

COUNTY OF KERR

§

This instrument was acknowledged before me on the 17th day of March,
by Trevor Hyde for and on behalf of Comanche Trace Ranch & Golf Club, LLLP.



K. Jackson
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Kelsey Jackson

My Commission Expires: 06-14-2024

ORDINANCE 2021-14

EXHIBIT C

SERVICE AGREEMENT

This Services Agreement (the "Agreement") is entered into between the City of Kerrville, a Texas Home-Rule Municipal Corporation (the "City") and the Comanche Trace Ranch & Golf Club, LLLP (the "Owner"). The City and the Owner are collectively referred to as the Parties.

WHEREAS, pursuant to a lawfully submitted petition for annexation from Owner, City intends to institute annexation proceedings for a tract(s) of land described more fully hereinafter (referred to herein as the "Subject Property"); and,

WHEREAS, *Section 43.0672 of the Tex. Loc. Gov't Code* requires a written agreement for the provision of services in the area first be entered into between City and Owner of the Subject Property; and,

WHEREAS, City and Owner agree each will benefit from the City's development restrictions and zoning requirements, as well as other municipal services provided by City which are good and valuable consideration for the Owner to request annexation and for the Parties to enter into this Agreement for City to provide the listed services upon annexation and in accordance with this Agreement; and,

WHEREAS, it is found that the statutory requirements have been satisfied and City is authorized by *Chapter 43, Tex. Loc. Gov't. Code*, to annex the Subject Property into the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Property Description. The legal description of the Subject Property is as set forth in **Exhibit 1**, attached hereto and incorporated herein.

Section 2. Services. City will provide the services listed and specified in **Exhibit 2**, attached hereto and incorporated herein, for the Subject Property on the effective date of annexation of the Subject Property.

Section 3. Owner's Obligations. Owner shall not file for approval a subdivision plat, site plan, or related development document with City for the Subject Property or portion thereof; or construct, or allow to be constructed, any building or structure on the Subject Property or portion thereof until City has obtained authorization.

Section 4. Term. The term of this Agreement (the "Term") is ten (10) years from the Effective Date.

ORDINANCE 2021-14

Section 5. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code.

Section 6. Authorization. All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

Section 7. Covenant Running with the Land. This Agreement shall run with the Subject Property, and this Agreement may be recorded in the Official Public Records of Kerr County, Texas. Owner and City acknowledge and agree that this Agreement is binding upon City and Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.

Section 8. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 9. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both City and Owner after it has been authorized by the City Council.

Section 10. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 11. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 12. Enforcement; Waiver. This Agreement may be enforced by Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 13. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement.

Section 14. Venue and Applicable Law. Venue for this Agreement shall be in Kerr County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

Section 15. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 16. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the parties.

Section 17. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to water service to the Subject Property by the City.

EXECUTED this ____ day of _____, 2021.

Trevor Hyde, _____,
Comanche Trace Ranch & Golf
Club, LLLP

STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the ____ day of _____, 2021, by Trevor Hyde, _____, Comanche Trace Ranch & Golf Club.

Notary Public, State of Texas

E.A. Hoppe, City Manager, City
of Kerrville, Texas

STATE OF TEXAS §
 §
COUNTY OF KERR §

 This instrument was acknowledged before me on the ____ day of
_____, 2021, by E.A. Hoppe, City Manager, City of Kerrville, Texas.

Notary Public, State of Texas

Upon Recording, Return to:
City of Kerrville, Texas
City Secretary
City Hall, 701 Main Street
Kerrville, Texas 78028

EXHIBIT 1
LEGAL DESCRIPTION OF SUBJECT PROPERTY

(NOTE: *see* Exhibit A to Ord. No. 2021-14 for description; description to be included as an attachment to this agreement prior to execution)

EXHIBIT 2
ANNEXATION SERVICE PLAN

- I. **INTRODUCTION:** This service plan for the extension of municipal services to the area to be annexed was developed in accordance with state law. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the City of Kerrville, Texas ("City") at the levels and schedule specified below.
- II. **UNIFORM LEVEL OF SERVICES:** The City shall provide services by any of the methods by which it extends the services to any other area of the municipality, based upon differing characteristics of topography, land use, and population density, which may be considered a sufficient basis for providing differing levels of service.
- III. **SPECIFIC FINDINGS:** City Council finds and determines that this Service Plan, as provided below, will provide full municipal services to the annexation area both adequate to serve the annexation area and commensurate with the levels of services provided in other parts of the City with the same or similar topography, land use, and population density, and it will not provide a lower level of service in the annexation area than were in existence at the time immediately preceding the effective date of annexation.

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Code Enforcement	The provisions of Code Enforcement services, including the application and enforcement of building, electrical, plumbing, and other related code requirements adopted by the City of Kerrville shall be made immediately applicable to the area upon annexation. The preparation of a zoning plan shall serve as a basis for the zoning of land following annexation. The adoption of the zoning plan shall be in accordance with the procedures of the City of Kerrville's Zoning Ordinance (Ch. 60, Code of Ordinances).	Immediately following annexation, zoning to be concurrent with annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Fire Protection and Emergency Medical Services (EMS)	Fire protection and emergency medical services will be provided to the annexation area. The City will serve the annexation area from existing fire stations closest to the area of annexation. Emergency dispatch assignment of Fire Services resources to the annexation area would be the same as currently provided in areas of similar land use and population within the City.	Immediately following annexation
Fire Prevention	The services of the City of Kerrville Fire Marshall shall be provided to the area.	Immediately following annexation.
Library	Residents of the area will be entitled to utilize all City of Kerrville Library facilities.	Immediately following annexation.
Police Protection	Police Services will provide protection and law enforcement services to the annexation area. The level of service will be at the same level as currently provided in areas of similar land use and population within the City. These services include the following: 1) regular patrol of the area, 2) handling of complaints and incidents, 3) traffic enforcement, and 4) special units, such as criminal investigations, narcotics, crime prevention, neighborhood services, and special weapons and tactics.	Immediately following annexation
Maintenance of Existing Roads & Streets	The City's Public Works Department will maintain any existing public roads and streets, drainage, and regulatory signs on the effective date of annexation. The same basis and level of services currently provided throughout the City will be adhered to as follows:	Immediately following annexation

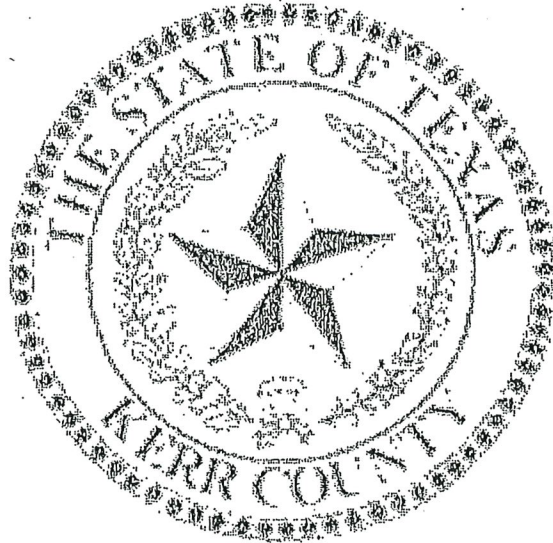
SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
	1. Emergency maintenance of streets to include repair of hazardous potholes, ice and snow monitoring of major thoroughfares necessary for traffic flow. 2. Routine maintenance of public streets and rights-of-way performed within the City. 3. Street sweeping services may occur based upon need and funding. 4. Installation and maintenance of traffic signs, street markings, and other traffic control devices as the need is established by appropriate study and traffic standards. Private streets, including ingress/egress easements, access easements, common areas, common driveways and anything else which has not been specifically dedicated and accepted as public right-of-way, will not be maintained by the City. Public streets will be included in the City's preventive maintenance program. Preventive maintenance projects are prioritized and scheduled based on a variety of factors, including surface condition, transversibility, age, traffic volume, density of dwellings per block, adjacent street conditions and available funding. Any necessary rehabilitation or reconstruction will be considered on a citywide priority basis.	
Solid Waste Collection	Solid Waste collection to the annexation area will be provided on the same basis and at the same level as provided throughout the City, in accordance with applicable law.	Immediately following annexation
Traffic Engineering	Traffic control devices and street markers shall be installed on public roads and streets where deemed necessary by the City.	Immediately following annexation

SERVICE	DETAILS OF SERVICE PROVIDED	TIMETABLE
Water Service	The City will provide for the maintenance of City-owned public water lines within the annexation area. Water service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that water extensions are the responsibility of the developer of property will be applied in this area.	As the property develops
Wastewater Service	The City will provide for the maintenance of sanitary sewer lines within the annexation area. Sanitary sewer service is provided at the same level as currently provided in areas of similar topography, land use, and population within the City. The City's policy that sanitary sewer extensions are the responsibility of the developer of property will be applied to this area. Maintenance of all parts of the sewer system will begin as those parts are put into service. The sewer system will be maintained with the same frequency and level of effort as comparable parts of the system in other parts of the City.	As the property develops
Provision for Other City Services	Other City services that may be provided by the City such as planning, inspection, code enforcement, animal control, library, parks and recreation, municipal court, and general administration will be made available on the same basis and at the same level as provided throughout the City.	Immediately following annexation



FILE AND RETURN TO:

✓ Kesha Franchina DCS
701 Main Street
Kerrville, Tx 78028



Complete this form and return to:

Kerr County Clerk
Attn: Land Records
700 Main Street, RM 122
Kerrville, TX 78028

INCLUDE THIS FORM WITH YOUR RECORDS AND PAYMENT.

Call us with questions: 830-792-2255.



FILED AND RECORDED
At 11:08 o'clock A M

STATE OF TEXAS
COUNTY OF KERR

June 30, 2021

I hereby certify that this instrument was filed in the
numbered sequence on the date and time
stamped above by me and was duly recorded in
the Official Public Records of Kerr County Texas.

Jackie Dowdy County Clerk

Ana Kille Deputy

ORDINANCE 2021-14

21-05764

STATE OF TEXAS

COUNTY OF KERR

I, Shelley McElhannon, hereby certify that I am the City Secretary of the City of Kerrville, Kerr County, Texas, and that records of the City of Kerrville, Texas are kept under my custody and control, and that the attached is a true and correct copy of Ordinance No. 2021-14 as the original appears in the records kept in the office of the City Secretary for the City of Kerrville, Texas.

In Testimony Whereof, I have hereunto set my hand and seal and affixed the official Seal of the City of Kerrville, Texas, this the 28th day June, 2021.



Shelley McElhannon
City Secretary
City of Kerrville, Texas
701 Main Street
Kerrville, Texas 78028



ORDINANCE 2021-14

**All Transactions Approved**

Bureau: 8088171 - Kerr County, TX Clerk

Invoice Item	Amount	Quantity	Conv. Fee	Result
Court Fees and Fines: Payment ID: 100223567097 Recordings	\$106.00	1	\$3.02	Approved
Total Amounts + All Fees:	\$109.02			

BILLING INFORMATION

Payment will be billed to:

KESHA FRANCHINA

Card ending in ...0300 (Visa)

Processed at 06/30/2021 11:19:16 AM CDT

LEGAL NOTICE

Certified Payments provides a service for consumers and businesses to make payments via their credit card for various types of services and taxes. By utilizing Certified Payments, you, the cardholder, are subject to the following terms and conditions. By submitting your payment through Certified Payments, you are agreeing to the terms and conditions listed in the Legal Notices link below. Please read all terms and conditions carefully.

Privacy Statement - www.certifiedpayments.net/PrivacyStatement.aspxLegal Notice - www.certifiedpayments.net/LegalNotices.aspx**ORDINANCE 2021-14**

Official Receipt (Original) Printed on 06/30/2021 at 11:17 am

Jackie Dowdy
Kerr County Clerk
700 Main St., Rm 122
Kerrville, TX 78028



Receipt Number : 143951
Date Paid : 6/30/2021 11:17:26AM
User: Ana

Payment No:140304

Paid Amount :106.00

Payment Type:Credit Card Payment

Credit Card No :0300

Cost Code	Type	Amount Owed	Amount Paid	Balance Owed
<u>Instrument : Daily Non Cases Fees</u>		Inst Type:	Book:	Page:
COURT HOUSE SECURITY	CL	1.00	1.00	0.00
RECORDS ARCHIVAL	CL	10.00	10.00	0.00
RECORDS MANAGEMENT	CL	10.00	10.00	0.00
RECORDING FEE	CL	85.00	85.00	0.00
Totals		106.00	106.00	0.00

Paid By : KESAH FRANCHINA, DCS

Payment Remarks : 21-05764: ORDN: 11:08AM

Original Balance : 106.00
Amount Paid : 106.00
Amount Applied : 106.00
Amount Unapplied 0.00

ORDINANCE 2021-14